David W. Criswell, OSB #925930
dcriswell@balljanik.com
Thorkild G. Tingey, OSB #076777
ttingey@balljanik.com
BALL JANIK LLP
101 SW Main Street, Suite 1100
Portland, OR 97204
Telephone: (503) 228-2525
Facsimile: (503) 295-1058

Attorneys for ADP, Inc.

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

In re: Amy Jo Larsen, Debtor.	Case No. 12-65404-tmr7
Amy Jo Larsen, Plaintiff, v. STARBUCKS CORPORATION, a Washington entity, and ADP, INC., a Delaware entity. Defendants	Adv. Proc. No. 13-06023-tmr ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT FOR VIOLATIONS OF THE AUTOMATIC STAY AND LAWS GOVERNING PAYMENT OF WAGES

Defendant ADP, Inc. ("ADP" or "Defendant") responds to Plaintiff's Complaint for Violations of the Automatic Stay and Laws Governing the Payment of Wages ("Complaint") as follows:

JURISDICTION AND THE PARTIES

1. Paragraph 1 of the Complaint does not require a response. To the extent a response is required, ADP admits that Plaintiff is alleging through her attorney.

2. ADP admits that the Complaint in this adversary proceeding is alleging claims under 11 U.S.C. § 362(k) and ORS 652 *et seq.*, which allegations ADP denies and asserts are without basis in fact or law.

3. ADP admits that the federal district court for the District of Oregon has subject matter jurisdiction over this adversary proceeding under 28 U.S.C. §§ 157 and 1334 based on the Debtor's Chapter 7 bankruptcy case (the "Bankruptcy Case"). ADP denies the remaining allegations in Paragraph 3.

4. ADP admits that this adversary proceeding arises out of Plaintiff's Bankruptcy Case. ADP admits that the alleged violations of the automatic stay in the Complaint are core proceedings, but denies that the alleged violations of ORS 652 in the Complaint are core proceedings. ADP does not admit that Plaintiff has a right to a jury trial on her state law claim. ADP does not consent to the adjudication of this matter in the bankruptcy court with or without a jury. ADP denies the remaining allegations in Paragraph 4.

5. Paragraph 5 of the Complaint does not require a response. To the extent a response is required, ADP admits that the Plaintiff's Complaint seeks declaratory relief, actual damages, statutory damages, punitive damages, and attorney's fees and costs against ADP and Starbucks Corporation ("Starbucks") resulting from alleged willful violation of the automatic stay and ORS 652 *et seq*. ADP denies such allegations and asserts that Plaintiff's claims are without basis in fact or law.

6. ADP lacks sufficient knowledge to admit or deny the allegations in Paragraph 6 regarding Plaintiff's current residence and therefore denies the same. ADP admits that, as of the date of this Answer, Plaintiff is employed by Starbucks.

BALL JANIK LLP
One Main Place
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7. The allegations in Paragraph 7 are legal conclusions that do not require an answer. To the extent that an answer is required, ADP denies the allegations in Paragraph 7.

8. The allegations in Paragraph 8 are legal conclusions that do not require an answer. To the extent that an answer is required, ADP denies the allegations in Paragraph 8.

9. The allegations in Paragraph 9 are legal conclusions that do not require an answer. To the extent that an answer is required, ADP denies the allegations in Paragraph 9.

10. The allegations in Paragraph 10 are legal conclusions that do not require an answer. To the extent that an answer is required, ADP denies the allegations in Paragraph 10.

11. The allegations in Paragraph 11 are legal conclusions that do not require an answer. To the extent that an answer is required, ADP denies the allegations in Paragraph 11.

FACTUAL ALLEGATIONS

12. The allegations in Paragraph 12 are legal conclusions that do not require an answer.

13. ADP admits the allegations in Paragraph 13, but denies receiving any notice of the Bankruptcy Case at the time of filing.

14. The allegations in Paragraph 14 are legal conclusions that do not require an answer.

15. The allegations in Paragraph 15 regarding the legality of post-petition garnishments are legal conclusions which do not require an answer. ADP admits that prior to receipt of notice of the Bankruptcy Case, ADP withheld funds from Plaintiff's paycheck pursuant to wage garnishments that had been served on Starbucks. ADP further admits that upon receipt of the notice of the Bankruptcy Case, ADP took immediate steps to stop processing all pending wage garnishments that had been served on defendants and to return all funds which had been garnished during the Bankruptcy Case. ADP denies all remaining allegations in Paragraph 15.

16. ADP denies the allegations in Paragraph 16.

17. ADP admits that on or about January 3, 2013, Professional Credit Service attempted to provide ADP with a release of garnishment, but that such release could not be processed because it failed to properly identify the garnishment debtor being released.

18. ADP admits that on or about February 11, 2013, ADP received a copy of a letter from Plaintiff's Counsel addressed to defendant Starbucks, which included a copy of the Court's form notice of the filing of the Bankruptcy Case. For the remaining allegations of Paragraph 18, ADP responds that the contents of the foregoing documents speak for themselves.

19. Answering Paragraph 19, ADP responds that the contents of the documents referenced in Paragraph 18 speak for themselves.

20. Answering Paragraph 20, ADP responds that the contents of the documents referenced in Paragraph 18 speak for themselves.

21. Answering Paragraph 21, ADP responds that the contents of the documents referenced in Paragraph 18 speak for themselves.

22. ADP denies the allegations in Paragraph 22 and further responds that upon receiving the notice of filing the Bankruptcy Case, ADP took immediate steps to stop processing all pending wage garnishments that had been served on defendants and to return all funds which had been garnished during the Bankruptcy Case.

23. The allegations in Paragraph 23 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 23.

24. The allegations in Paragraph 24 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 24.

25. The allegations in Paragraph 25 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 25.

26. The allegations in Paragraph 26 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 26.

27. ADP incorporates its answers above by reference.

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28. ADP denies the allegations in Paragraph 28.

29. ADP denies the allegations in Paragraph 29.

30. The allegations in Paragraph 30 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 30.

31. The allegations in Paragraph 31 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 31.

32. ADP incorporates its answers above by reference.

33. The allegations in Paragraph 33 are not directed at ADP and therefore do not require a response. To the extent such allegations are directed at ADP, the allegations in Paragraph 33 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 33.

34. The allegations in Paragraph 34 are not directed at ADP and therefore do not require a response. To the extent such allegations are directed at ADP, the allegations in Paragraph 34 are legal conclusions that do not require an answer. To the extent a response is required, ADP denies the allegations in Paragraph 34.

AFFIRMATIVE DEFENSES

By way of further answer and affirmative defenses, ADP alleges as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

1. Plaintiff's Complaint fails to plead plausible facts sufficient to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

(Comparative Fault/Lack of Proximate Cause)

2. Plaintiff's alleged damages, if any, were caused, or are attributable to, plaintiff's own acts or omissions, or the acts or omissions of persons or entities other than ADP. Plaintiff's

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alleged injuries, if any, were not proximately caused by any alleged conduct, act, omission, or breach of duty of ADP.

THIRD AFFIRMATIVE DEFENSE

(Lack of Damages)

3. Plaintiff's claims are barred, in whole or in part, because Plaintiff has suffered no actual damages as a result of the actions alleged in the Complaint.

FOURTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

4. Plaintiff has failed to exercise reasonable care and diligence to mitigate her damages, if any, alleged in the Complaint, so that any recovery must be apportioned in direct proportion to such failure to mitigate.

FIFTH AFFIRMATIVE DEFENSE

(Damages Unduly Speculative)

5. Plaintiff's claims for damages, if any, are barred because such damages, if they exist are too uncertain, vague, speculative, and/or remote to be recoverable.

REQUEST FOR ATTORNEYS FEES

6. Pursuant to FRBP 7008(b), ADP requests an award of its reasonable attorneys fees in this action.

RESERVATION OF RIGHTS

7. ADP reserves the right to assert additional affirmative defenses and amend its Answer accordingly if additional affirmative defenses become available or apparent during discovery.

WHEREFORE, Defendant ADP prays for relief as follows:

1. That Plaintiff take nothing on account of its claims and that Plaintiff's Complaint be dismissed with prejudice;

2. For an award of ADP's reasonable attorneys fees and costs; and

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3. Such further and additional relief the Court deems just and proper.

Dated: March 27, 2013

By: /s/ Thorkild G. Tingey

David W. Criswell, OSB #925930
dcriswell@balljanik.com
Thorkild G. Tingey, OSB# 076777
ttingey@balljanik.com
BALL JANIK LLP
101 SW Main Street, Ste. 1100
Portland, OR 97204
(503) 228-2525
(503) 295-1058 fax

Attorneys for ADP, Inc.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT FOR VIOLATIONS OF THE AUTOMATIC STAY AND LAWS GOVERNING PAYMENT OF WAGES was served on the following parties **by CM/ECF:**

- MICHAEL R FULLER mfuller@olsendaines.com, noticeood@gmail.com;notice@olsendaines.com;noticesod@gmail.com;noticemf@olsendaines.com
- MARY JO HESTON hestonm@lanepowell.com, campbelld@lanepowell.com;docketing-sea@lanepowell.com;barkerd@lanepowell.com
- SKYLER M TANNER tanners@lanepowell.com, beldingt@lanepowell.com;docketing-pdx@lanepowell.com;barkerd@lanepowell.com

and on the following parties by **mailing** a full, true and correct copy in a sealed first-class postage prepaid envelope, addressed to the parties listed below, and deposited with the United States Postal Service at Portland, Oregon on the date set forth below:

MICHAEL R FULLER
OlsenDaines, PC
9415 SE Stark St., Ste 207
Portland, OR 97216

DATED March 27, 2013

/s/ Stuart Wylen
Stuart Wylen, Legal Secretary